

## **PROFESSIONAL SERVICES AGREEMENT**

### **Backflow Prevention Device Testing, Repair, and Installation**

THIS AGREEMENT is made and effective as of February 22, 2021, between the City of Upland, a municipal corporation ("City") and AAA Action Backflow ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- 1) **TERM.** This Agreement shall commence on February 22, 2021 and shall remain in effect for three (3) years. If contract is extended beyond the original term, contract price may be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).
- 2) **SERVICES.** Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Scope of Services.
- 3) **PERFORMANCE.** Contractor shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, performs all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- 4) **PREVAILING WAGES.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.
- 5) **PAYMENT**
  - a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth with RFP: Backflow Prevention Device Testing, Repair, and Installation, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Backflow Prevention Device Testing, Repair, and Installation other than the scope of work to be performed, payment rates and schedule of payment are null and void. This amount shall

not exceed \$35,000 annually and \$105,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein unless such additional services are authorized in advance and in writing by the Public Works Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Public Works Director and Contractor at the time City's written authorization is given to Contractor for the performance of said services.
  - c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
- 6) SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.
- a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least ten (10) days' prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
  - b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.
- 7) DEFAULT OF CONTRACTOR.
- a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. If Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractors control, and without fault or negligence of the Contractor, it shall not be considered a default.
  - b) If the City Manager or their delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. If the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate

this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8) OWNERSHIP OF DOCUMENTS.

- a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared while providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9) INDEMNIFICATION.

- a) The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.
- b) In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

10) INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - i) Insurance Services Office Commercial General Liability Form No. CG 00 01 11 85 or 88.
  - ii) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - iii) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
  - iv) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.
- b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - i) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - ii) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  - iii) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
  - iv) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.
- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i) The City, its officers, officials, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned,

occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

- ii) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
  - iv) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.
- f) Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

#### 11) INDEPENDENT CONTRACTOR.

- a) Contractor is and shall always remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall always be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
- c) PERS Eligibility Indemnification: In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- d) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12) LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all local, State and Federal ordinances, laws, and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Contractor. The Contractor shall always observe and comply with all such ordinances, laws, and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13) RELEASE OF INFORMATION.

- a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition,

request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

- 14) NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland  
Attention: City Manager  
460 N. Euclid Ave.  
Upland, California 91786

To Contractor: AAA Action Backflow  
PO Box 401157  
Hesperia, CA 92340-1157

- 15) ASSIGNMENT. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.
- 16) LICENSES. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.
- 17) GOVERNING LAW. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

- 18) **PROHIBITED INTEREST.** No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether such interest is prohibited by law or this Agreement.
- 19) **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of all facts such party deems material.
- 20) **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
- 21) **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 22) **WAIVER.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 23) **CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.



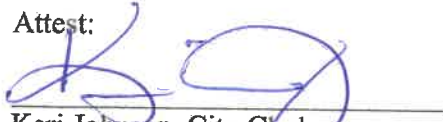
- 24) COSTS. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 25) RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. If an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required about the correction.
- 26) ATTORNEYS' FEES. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


CITY OF UPLAND:

  
Rosemary Hoerning, City Manager

Attest:

  
Keri Johnson, City Clerk

Approved as to Form:

  
~~Steven Flower, Interim City Attorney~~  
Stephen P. Deutsch

CONTRACTOR:

AAA Action Backflow

PO Box 401157

Hesperia, CA 92340-1157

Phone: 909-615-1800 Fax: 888-682-9771

By: 

Name: Richard Jordan

Title: Managing Member

# AAA Action Backflow



P.O. Box 401157 Hesperia, CA 92340-1157  
\* Phone 909-615-1800 \* Fax 888-682-9771 \*

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## Backflow Prevention Device Testing, Repair and Installation

### Proposal

1. The City of Upland's (City) Request for Proposal (RFP) is incorporated in its entirety as a part of this quote.
2. AAA Action Backflow(Contractor) Qualification: We have been a full time backflow service company for 18 years. We are comprised of 3 certified backflow technicians; 2 are dedicated to testing and repairs (Cody Jordan and Jimmy Jordan), 1 dedicated to installations and repairs (Rick Jordan). We've tested for the City of Upland since 2007, working with Tony Trejo. All technicians have done testing and repairs in the City of Upland for several years and are very familiar with device locations and histories. We have also completed the testing for the City of Fontana for several years. Contact information for City of Fontana work is listed as a reference.
3. All charges for services will be a "Not-To-Exceed" fee, per task, as submitted with and made part of Contractor's quote.
4. The submitted fee schedule is part of the Contractor's quote for use in invoicing for payments.
5. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of a conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
6. Contractor shall allow all authorized federal, state, county and the City of Upland official's access to the place of work, books, documents, papers, fiscal, payroll materials and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
7. Contractor shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
8. Contract shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
9. Contractor Approach: We will devote one primary technician for testing with a second available to assist to keep the project on schedule. I will be the third technician on the project performing all minor repairs needed beyond cleaning the device within your 'Failed Assemblies' and 'Minor Repairs' guidelines in the Statement of Work. Job will be complete within 6 weeks of start time if started in January or February as the city has historically done.
10. Contractor has reviewed the City's Services Agreement and accepts the terms of said agreement.

# AAA Action Backflow



P.O. Box 401157 Hesperia, CA 92340-1157  
\* Phone 909-615-1800 \* Fax 888-682-9771 \*

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## References

1. City of Fontana
  - o Jose Orozco, Parks Landscape Technician
    - 909-697-5329 / 909-317-4094
    - [jorozco@fontana.org](mailto:jorozco@fontana.org)
2. Victor Elementary School District
  - o Joe Pont, Director of Facilities, Maintenance & Grounds
    - 760-559-3138
    - [jpont@vesd.net](mailto:jpont@vesd.net)
3. Apple Valley Unified School District
  - o James Hopper, Director of Maintenance & Operations
    - 760-247-8001 ext 20301
    - [James\\_hopper@avusd.org](mailto:James_hopper@avusd.org)

**City of Upland  
Backflow Testing and Certification  
Proposal Bid Form**

**Company Name:** AAA Action Backflow

Item Number	Device Size	# of Devices	Unit Price (includes both test & certification)	Total Price (includes both test & certification)	Unit Price to Replace Kit & Test Cocks Retest	
1	3/4"	10	\$20.00	\$200.00	\$175.00	Complete Rubber Kit
2	1"	61	\$20.00	\$1,220.00	\$175.00	"
3	1 1/4"	24	\$20.00	\$480.00	\$235.00	"
4	1 1/2"	24	\$20.00	\$480.00	\$235.00	"
5	2"	94	\$20.00	\$1,880.00	\$235.00	"
6	3"	7	\$20.00	\$140.00	\$325.00	"
7	4"	4	\$20.00	\$80.00	\$430.00	"
8	8"	4	\$20.00	\$80.00	\$660.00	"
<b>Total:</b>		<b>228</b>		<b>\$4,560.00</b>		

**Repairs:**

Standard install using Wilkins, Febco, Ames, Watts or AFC.

Standard Labor Rate

Other Material Cost (cost plus)

\$115.00	Material Cost*
\$80.00 per hour	Labor Cost
20%	Markup Percent

**Contact Name:** Richard Jordan

**Contact phone/email:** 909-615-1800 / aaahdbackflow@yahoo.com

\*2" Wilkins  
975XL Rubber  
Kit. Mfg & size  
impact prices